

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS**

HENRY WILLIAMS, JR.

CIV. ACTION NO. 6:21 cv 01219

VERSUS

JUDGE:

**JOE W. JACKSON, COLDIRON
SPECIALIZED, CANAL INSURANCE
AND LIBERTY MUTUAL INSURANCE
COMPANY**

MAGISTRATE JUDGE

COMPLAINT

The Complaint of **HENRY WILLIAMS, JR.**, a person of the full age of majority, and a resident and domiciliary of Bunkie, Avoyelles Parish, Louisiana, respectfully represents, as follows, to wit:

1.

JOE W. JACKSON, a resident of 615 Cornell Avenue, West Memphis, Arkansas 72301.

TRANSHICAGO TRUCK GROUP, an Indiana corporation authorized to do and doing business in the State of Texas, who may be served at 2333 West 25th Avenue, Gary, Indiana 46404.

COLDIRON SPECIALIZED, an Oklahoma company authorized to do and doing business in the State of Texas, who may be at 5325 South Madera Boulevard, Oklahoma City, Oklahoma 73129.

SUBJECT MATTER AND PERSONAL JURISDICTION

2.

This Court has jurisdiction over the subject matter and defendants in this case pursuant to 28 U.S.C. 1332 because there is complete diversity of citizenship between plaintiff and defendants, the subject matter occurred in McLennan County, Texas, and the amount in controversy exceeds \$75,000. Plaintiff is a citizen of Louisiana and defendants are citizens of Arkansas, Indiana, and Oklahoma.

VENUE

3.

Venue is proper in this Court pursuant to 28 USC 1391 because the accident occurred in McLennan County, Texas, which is within the judicial district of the United States District Court for the Western District of Texas.

FACTS

4.

On or about January 30, 2020, plaintiff, **Henry Williams, Jr.** was operating a 2015 Volvo tractor trailer in the northbound lane of I-35 in Waco, McLennan County, Texas, when suddenly and without warning a 2020 Freightliner M2 tractor trailer owned by **TransChicago Truck Group**, leased by **ColdIron Specialized**, but being driven by defendant, **Joe W. Jackson**, rear-ended the trailer being pulled by **Henry Williams, Jr.**

5.

At the time of the accident, defendant, Joe W. Jackson was acting in the course and scope of his employment with ColdIron Specialized, providing services pursuant to his contract of employment with ColdIron Specialized, and therefore, pursuant to the theory of respondent

superior, ColdIron Specialized is liable for all damages caused by defendant driver, Joe W. Jackson.

6.

As a result of the above-described accident, plaintiff Henry Williams, Jr. suffered injuries to his body and mind included but not limited to his neck, back and right eye.

7.

As a result of the above described accident and related injuries, plaintiff Henry Williams, Jr. sustained the following among other damages:

- a. Physical pain and suffering (past, present, and future);
- b. Mental pain and suffering (past, present and future);
- c. Loss of income and earning capacity (past, present and future);
- d. Medical bills (past, present and future);
- e. Loss of enjoyment of life (past, present and future);
- f. Physical disability;
- g. Scarring and disfigurement;
- h. Property damage; and
- i. Loss of use of his 2015 Volvo tractor trailer

8.

At all times pertinent herein, Plaintiff was free from fault in causing said accident; further, the said accident was solely and proximately caused by the negligence of **JOE W. JACKSON, COLDIRON SPECIALIZED AND/OR TRANSCHICAGO TRUCK GROUP**, whose acts of negligence and/or strict liability which include:

- A. Driving a vehicle in an unsafe, reckless and dangerous manner;
- B. Failing to be attentive and/or observe surrounding traffic;

- C. Failing to yield;
- D. Failing to see what should have been seen;
- E. Failing to control his vehicle;
- F. Failing to control his speed;
- G. Failure to timely apply his brakes; and
- H. Failing to react in a timely manner.

9.

Defendant, **ColdIron Specialized**, is vicariously liable for the negligent acts of its employee, Joe W. Jackson, while in the course and scope of his employment with ColdIron Specialized.

10.

Defendant, **TransChicago Truck Group**, is vicariously liable for the negligent acts of its employee, driver, agent, and/or leasee, Joe W. Jackson, while in the course and scope of his employment with ColdIron Specialized and/or TransChicago Truck Group.

11.

At all times pertinent herein, defendant **Liberty Mutual Insurance Company** issued a policy of uninsured/underinsured motorist and/or medical payments coverage to **Henry Williams, Jr.**, and pursuant to a policy of insurance issued covering the vehicle owned by UPS Ground Freight, Inc. and operated by Henry Williams, Jr., said insurance company is responsible for any and all damages set forth herein by virtue of its contractual obligations.

12.

Plaintiff demands a trial by Jury.

WHEREFORE, plaintiff prays that his Complaint be deemed good and sufficient and that the same be served upon defendants herein, ordering them to answer the allegations contained; that after all due legal delays and proceedings are had, that there be judgment in favor of Plaintiff, **Henry Williams, Jr.**, and against defendants, **Joe W. Jackson, TransChicago Truck Group, ColdIron Specialized**, individually, jointly and in solido, in an amount to commensurate with the damages enumerated hereinabove, together with legal interest from date of this demand and for all costs of these proceedings.

Plaintiff further prays for all general and equitable relief necessary herein.

Respectfully submitted:

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